

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
TRIBORO QUILT MANUFACTURING CORP.,

Plaintiffs,

-against-

Case No.: 10 CV 3604 (VB)

LUVE LLC,

Defendant.

-----X

PROPOSED VERDICT FORM

I. BREACH OF CONTRACT CLAIM

A. License Agreement ¶ 6.1

1. Did Luve prove, by a preponderance of the evidence, that ¶ 6.1 of the Licensing Agreement requires Triboro to use commercially reasonable efforts to maximize the sale of Bath Luve-branded bath blankets so as to maximize the value of Luve's "BATH LUVE" trademark?

_____ Yes _____ No

If you answered "No" to the previous question, please continue to Section I.B.

If you answered "Yes" to the previous question, please continue to the next.

2. Did Luve prove, by a preponderance of the evidence, Triboro materially breached the Licensing Agreement by failing to comply with ¶ 6.1?

_____ Yes _____ No

If you answered "No" to the previous question, please continue to Section I.B.

If you answered "Yes" to the previous question, please continue to the next.

3. Did Luve prove, by a preponderance of the evidence, it suffered damages as a result of Triboro's material breach of ¶ 6.1?

_____ Yes _____ No

If you answered "No" to the previous question, please continue to Section I.B.

If you answered "Yes" to the previous question, please continue to the next.

4. What amount, if any, do you award Luve in compensatory damages suffered as a result of Triboro's material breach of ¶ 6.1?

\$ _____

B. License Agreement ¶ 7.2

1. Did Luve prove, by a preponderance of the evidence, that ¶ 7.2 of the Licensing Agreement required Triboro to mark all bath blankets with at least two markings, namely: (i) the term “Patent Pending” and (ii) the words “Licensed by Luve LLC”?

_____ Yes _____ No

**If you answered “No” to the previous question, please continue to Section I.C.
If you answered “Yes” to the previous question, please continue to the next question.**

2. Did Luve prove, by a preponderance of the evidence, Triboro materially breached the Licensing Agreement by failing to comply with ¶ 7.2?

_____ Yes _____ No

**If you answered “No” to the previous question, please continue to Section I.C.
If you answered “Yes” to the previous question, please continue to the next question.**

3. Did Luve prove, by a preponderance of the evidence, it suffered damages as a result of Triboro’s material breach of ¶ 7.2?

_____ Yes _____ No

**If you answered “No” to the previous question, please continue to Section I.C.
If you answered “Yes” to the previous question, please continue to the next question.**

4. What amount, if any, do you award Luve in compensatory damages suffered as a result of Triboro’s material breach of ¶ 7.2?

\$_____

C. License Agreement ¶ 7.1

1. Did Luve prove, by a preponderance of the evidence, Triboro materially breached ¶ 7.1 of the Licensing Agreement when it stopped sending product samples to Luve for “review and discussion” prior to offering any products for sale?

_____ Yes _____ No

**If you answered “No” to the previous question, please continue to Section I.D.
If you answered “Yes” to the previous question, please continue to the next question.**

2. Did Luve prove, by a preponderance of the evidence, that it suffered damages as a result of Triboro's material breach of ¶ 7.1?

_____ Yes _____ No

**If you answered "No" to the previous question, please continue to Section I.D.
If you answered "Yes" to the previous question, please continue to the next question.**

3. What amount, if any, do you award Luve in compensatory damages suffered as a result of Triboro's material breach of ¶ 7.1?

\$_____

D. License Agreement ¶ 3.2.4

1. Did Luve prove, by a preponderance of the evidence, that Triboro materially breached ¶ 3.2.4 of the Licensing Agreement when it stopped sending sales and marketing reports to Luve every quarter?

_____ Yes _____ No

**If you answered "No" to the previous question, please continue to Section II.
If you answered "Yes" to the previous question, please continue to the next question.**

2. Did Luve prove, by a preponderance of the evidence, that it suffered damages as a result of Triboro's material breach of ¶ 3.2.4?

_____ Yes _____ No

**If you answered "No" to the previous question, please continue to Section II.
If you answered "Yes" to the previous question, please continue to the next question.**

3. What amount, if any, do you award Luve in compensatory damages suffered as a result of Triboro's material breach of ¶ 3.2.4?

\$_____

II. MISAPPROPRIATION CLAIM

1. Did Luve prove, by a preponderance of the evidence, that Luve's idea for the Better Bath Line was novel and original?

_____ Yes _____ No

**If you answered “No” to the previous question, please continue to Section III.
If you answered “Yes” to the previous question, please continue to the next question.**

1. Did Luve prove, by a preponderance of the evidence, Triboro misappropriated Luve’s novel and original idea for the Better Bath Line?

_____ Yes _____ No

**If you answered “No” to the previous question, please continue to Section III.
If you answered “Yes” to the previous question, please continue to the next question.**

2. Did Luve prove, by a preponderance of the evidence, it suffered damages as a result of Triboro’s misappropriation of the idea for the Better Bath Line?

_____ Yes _____ No

**If you answered “No” to the previous question, please continue to Section III.
If you answered “Yes” to the previous question, please continue to the next question.**

3. What amount, if any, do you award Luve in compensatory damages suffered as a result of Triboro’s misappropriation for the Better Bath Line?

\$_____

III. CONVERSION CLAIM

2. Did Luve prove, by a preponderance of the evidence, Triboro interfered with Luve’s ownership and control of the product ideas for the Better Bath Line?

_____ Yes _____ No

**If you answered “No” to the previous question, please continue to Section IV.
If you answered “Yes” to the previous question, please continue to the next question.**

3. Did Luve prove, by a preponderance of the evidence, Triboro possessed exclusive ownership and control of all product ideas for the Better Bath Line?

_____ Yes _____ No

4. Did Luve prove, by a preponderance of the evidence, that the product ideas for the Better Bath Line had monetary value at the time of conversion?

_____ Yes _____ No

**If you answered “No” to the previous question, please continue to Section III.
If you answered “Yes” to the previous question, please continue to next question.**

5. What amount, if any, is the monetary value of Luve’s product ideas for the Better Bath Line at the time of conversion?

\$ _____

IV. UNJUST ENRICHMENT

1. Did Luve prove, by a preponderance of the evidence, that Luve’s idea for the Better Bath Line was novel and original?

_____ Yes _____ No

**If you answered “No” to the previous question, you have completed this form.
Therefore, please sign and date this form. If you answered “Yes” to the previous question, please continue to the next question.**

2. Did Luve prove, by a preponderance of the evidence, Triboro unfairly profited from Luve’s novel and original idea for the Better Bath Line?

_____ Yes _____ No

**If you answered “No” to the previous question, you have completed this form.
Therefore, please sign and date this form. If you answered “Yes” to the previous question, please continue to the next question.**

3. Did Luve prove, by a preponderance of the evidence, Luve has not been adequately compensated by Triboro as a result of Triboro unfairly profiting from Luve’s novel and original idea for the Better Bath Line?

_____ Yes _____ No

**If you answered “No” to the previous question, you have completed this form.
Therefore, please sign and date this form. If you answered “Yes” to the previous question, please continue to the next question.**

6. What amount, if any, did Luve prove, by a preponderance of the evidence, it is entitled to receive in compensatory damages suffered as a result of Triboro’s unjust enrichment?

\$ _____

There are no more questions for the jury to answer. Please have your foreperson sign and date this form when it is completed and return to the Courtroom.

Foreperson

Dated: _____